

North American Wetlands Conservation Act

GRANT ADMINISTRATION POLICIES

March 14, 2001

with Addenda (December 10, 2002)

I. AUTHORITY AND GENERAL PROVISIONS The authority for the North American Wetlands Conservation Act (NAWCA) grant program is Public Law 101-233, as amended (16 USC 4401 *et seq.*). The authority to administer this grant program and thus establish policy for it is delineated in the Departmental Manual (142 DM 3.D and 602 DM 1.1) General provisions applicable to grants awarded by agencies of the U.S. Department of the Interior, including definitions of terms used in this document, are in Title 43, part 12, of the Code of Federal Regulations (CFR). General Provisions applicable to the acquisition of real property under a Federal grant, including definitions of terms used in this document, are in 49 CFR, part 24. The actual laws and regulations take precedence over any restatement, summary, or interpretation of the same in this document.

II. PURPOSE NAWCA Grant Administration Policies apply to all grants of more than \$50,000 awarded to American recipients under the authority of NAWCA.

III. REPORTS & OTHER REQUIRED DOCUMENTATION If the Project period is less than one year, the grant recipient (Recipient) must send to the U.S. Fish and Wildlife Service (USFWS) Program Officer a final performance report and a final Financial Status Report (SF 269) within 90 days of the end of the Project period. If the Project period is one to two years, the Recipient must send to the USFWS Program Officer: (a) an intermediate performance report and an intermediate Financial Status Report within 90 days of the first half of the Project period; and (b) a final performance report and a final Financial Status Report within 90 days of the end of second half of the Project period. If the Project period is greater than two years, the Recipient must send the USFWS Program Officer: (a) an annual Performance Report and annual Financial Status Report within 90 days of the end of each year; and (b) a final performance report and final Financial Status Report within 90 days of the end of the Project period.

Both annual and final performance reports must include or be accompanied by:

- a comparison of actual accomplishments with milestones and other objectives for the period including acres in the same categories as in the responses to Technical Assessment Questions 4 and 5 of the Proposal and explanation of any differences;
- the information requested on the Financial Status Report (Standard Form 269) on a “cash” basis as explained on the form to include a statement confirming compliance with the National Historic Preservation Act. [See Section VIII.E. for required wording of statement.] (available at <http://www.whitehouse.gov/OMB/grants/index.html>). *[On the Standard Form 269 do not report: any cash expenditures or in-kind contributions by the Recipient, subrecipients, partners, or other third parties unless such expenditures or in-kind contributions were committed in the Project Proposal (Proposal) as match and acknowledged in the grant agreement as match. (A subrecipient is a legal entity that receives NAWCF (North American Wetlands Conservation Fund) or matching funds or property on lieu of money from a Recipient or another subrecipient. A subrecipient is also a match provider who commits real property to a NAWCA project, but retains the real property for management subject to terms and conditions that will ensure it will be administered for the project purpose and in accordance with the terms of the grant agreement)]*

The final performance report must also include or be accompanied by:

- a comparison of each partner’s matching commitments in the Proposal with the amounts actually contributed;
- map(s) [U.S. Geological Survey 7½ minute topographic] indicating the boundaries of all interests in real property that the recipient, subrecipient, or match provider has purchased, restored, enhanced, or created with NAWCF or matching dollars or accepted as in-kind matching donations;
- (as an alternative to the maps described above for habitat restoration, enhancement, or creation sites smaller than 247 acres[100 hectares]) the coordinates of the center of each contiguous parcel in the UTM (Universal Transverse Mercator) coordinate system with the “North American Datum” (1927 or 1983) of the map from

which coordinates were taken (or the North American Datum from the Ground Positioning System receiver that determined the coordinates) with each pair of coordinates referenced to the habitat modification; and

- an article of 500 words or less about the Project for the magazine Birdscapes to include the Project's name, location, partners, total NAWCF and partners' dollars, benefits to wildlife and people, unusual aspects, and a 35 mm slide(s) or photograph(s) with the photographer's name, organization, and a caption. *[Contact Director of Communications of USFWS Division of Bird Habitat Conservation at (703) 358-1884 or dee_butler@fws.gov. for more information and a copy of Birdscapes.]*

The following items are required when requesting payment or as soon as practicable as indicated in the Sections indicated:

- To receive payment for work completed consistent with the proposal, the Recipient must send to the USFWS Program Officer a Request for Advance or Reimbursement (Standard Form[SF] 270) as explained in Section IV.F.
- If the Recipient, subrecipient, or match provider (a) acquires an interest in real property with NAWCF dollars, (b) seeks reimbursement from the NAWCF for such acquisition, or (c) acquires the real property with matching funds or as a matching in-kind donation, the Recipient must send the USFWS Program Officer documentation as provided in Sections VII.A. through VII.E.

The following item is required as soon as the interest in real property is identified as a potential acquisition and before any offer is made to the owner:

- The Recipient must send the USFWS Program Officer the acreage, boundaries, and map location of any interest in real property to be acquired with NAWCF dollars if such real property was not identified in the original Project Proposal (Proposal).

IV. FINANCIAL ADMINISTRATION

- A. Matching Donations: At the end of the Project period, if the total amount of "Partner Commitments" as listed in the project proposal and incorporated by reference in the Grant Agreement does not equal the amount committed in the Proposal, the amount of NAWCF funding will be disallowed by an equal proportion. When such a disallowance occurs, the Recipient must return to USFWS any NAWCF funds received in excess of the newly established allowable amount. The Recipient may not receive any new NAWCA grants until it returns these funds.
- B. Pre-Agreement Costs: USFWS authorizes pre-agreement costs not to exceed the "Amount Obligated from NAWCF." The Recipient or subrecipient must not have incurred pre-agreement costs before the date that the USFWS receives the Proposal for any part of the Project to be funded with NAWCF dollars.

Costs are incurred on :

- the earlier to occur of placing an order, signing a contract, or performing or receiving a service; or
- the earlier to occur of (1) taking title to real property or (2) the purchaser becoming legally obligated to purchase an interest in real property with all contingencies placed on the purchaser's obligations having been satisfied. *[An instrument for a legal obligation to purchase is typically called an exercised option, a purchase agreement, contract of sale, sales contract, deposit receipt, offer and acceptance, agreement of sale, offer to lease or purchase, or sale agreement.]*

All pre-agreement costs are incurred at the applicant's risk. Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the USFWS signs the grant agreement and during the Project period. The USFWS is under no obligation to reimburse such costs if the applicant has not:

- received an award adequate to cover such costs
- worked with the appropriate Joint Venture Coordinator before incurring the cost of the acquisition of real property, equipment, supplies, or services to ensure that the acquisition or activities associated with the acquisition will comply with the following:

- " the National Historic Preservation Act Section 106 process for (a) any activity that will result in soil disturbance, and (b) any acquisition of an interest in real property on which soil disturbance will occur as a result of the acquisition;
- " the requirement of NAWCA's Section 6(a)(3) that the Secretary of the Interior determine that any projected acquisition of an interest in real property is not needed for the National Wildlife Refuge System;
- " USFWS's requirement that a contaminants survey be conducted for any real property to be transferred to the Federal government;
- " other Federal laws, executive orders, regulations, and policies governing this program including the National Environmental Policy Act. *[See Section VIII.E.]*

The NAWCA Grants Program permits match providers, at their own risk, to acquire an interest in real property, or become contractually committed to such an acquisition, before the USFWS Contracting Officer signs the grant agreement and up to two years before the USFWS receives the Proposal. The match provider may later use that real property as a matching in-kind donation without it being retroactively subject to the relocation assistance and real property acquisition requirements of 49 CFR, part 24. However, the USFWS is under no obligation to accept as match an in-kind donation of real property (regardless of when it was acquired) unless the applicant has worked with the Joint Venture Coordinator before becoming contractually committed to purchase the real property to ensure that the acquisition will comply with the following:

- \$ the National Historic Preservation Act Section 106 process for any acquisition of an interest in real property on which soil disturbance will occur as a result of the acquisition;
- \$ USFWS's requirement that a contaminants survey be conducted for any real property to be transferred to the Federal government;
- \$ other applicable laws, executive orders, regulations, and policies governing this program including the National Environmental Policy Act. *[See Section VIII.E.]*

The Recipient or match provider must also comply with the appraisal and documentation requirements of Section VII.A. for matching in-kind donations of real property regardless of when they were acquired.

USFWS is under no obligation to accept a matching in-kind donation of equipment, supplies, or services unless the applicant has worked with the Joint Venture Coordinator before becoming contractually committed to acquire the equipment, supplies, or services to ensure that all associated Project activities will comply with:

- the National Historic Preservation Act (NHPA) Section 106 process has been completed or will be completed for any soil disturbance that will occur as a result of the donation;
- other applicable laws, executive orders, regulations, and policies governing this program including the National Environmental Policy Act. *[See Section VIII.E.]*

This section constitutes prior written approval for any pre-agreement costs that: (a) qualify under its provisions, (b) are in compliance with other applicable Federal, State, and local laws and regulations, and (c) are in compliance with other applicable provisions of NAWCA Grant Administration Policies.

- C. Program Income: Program income is gross income earned by the Recipient or subrecipient that is directly generated as a result of the Grant Agreement or earned by the Recipient or subrecipient as a result of the Grant Agreement. Program income includes, but is not limited to, income from fees for services performed, the sale of commodities, and the use or rental of personal or real property acquired under the Grant Agreement. Recipients and subrecipients must handle proceeds from the sale of interest in real property in accordance with Section VII.E.2.

The Recipient must report any program income earned during the Project period to the USFWS Program Officer on the Financial Status Report (Standard Form 269) and the Request for Advance or Reimbursement

(Standard Form 270). In accordance with Title 43 of the Code of Federal Regulations (CFR), sections 12.65 or 12.924 as appropriate (<http://www.access.gpo.gov/nara/cfr/index.html>), the USFWS authorizes the Recipient to use program income and to treat it as additional funds committed under the Grant Agreement. The Recipient must use the program income for the purposes and under the terms and conditions of the Grant Agreement. USFWS will not deduct it from the amount of the grant and will treat it as additional funds committed under the Grant Agreement for the purposes of the Project. The Recipient will have no obligation to the Federal Government for program income earned after the Project period.

- D. Financial Management System: The Recipient's and subrecipient's financial management systems must adhere to the standards established in 43 CFR 12.60 for State, local, and Tribal governments or 43 CFR 12.921 for institutions of higher education, other nonprofit organizations, and commercial organizations (<http://www.access.gpo.gov/nara/cfr/index.html>).
- E. Allowable Costs: The documents listed below establish principles for determining which costs are allowable or eligible based on the type of organization. Three of these documents are Cost Principles that apply to the use of both NAWCF and matching dollars and in-kind matching donations unless otherwise indicated. Note that a subrecipient nonprofit organization uses one set of Cost Principles, a subrecipient State agency uses another, and a subrecipient educational institution uses yet another. Recipients and subrecipients must not use NAWCF or matching dollars for: research studies; non-Project-specific communications products; travel for Federal employees; the cost of existing residences, structures, or buildings unnecessary for wetlands conservation purposes; the cost of constructing, removing, or repairing residences, structures, or buildings; or a cost (consideration) in excess of \$1.00 to buy an option to purchase an interest in real property.
- Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations," (<http://www.whitehouse.gov/OMB/grants/index.html>)
 - OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," (<http://www.whitehouse.gov/OMB/grants/index.html>)
 - OMB Circular A-21, "Cost Principles for Educational Institutions," (<http://www.whitehouse.gov/OMB/grants/index.html>)
 - 48 CFR 31.2, "Contracts with Commercial Organizations," (<http://www.access.gpo.gov/nara/cfr/index.html>)
 - North American Wetlands Conservation Act, U.S. Standard Grant Application Instructions [*for the year applicant submits the Proposal*], "Grant Funds -Eligible Activities and Costs," "Match Funds - Eligible Activities and Costs," dated _____. (<http://northamerican.fws.gov/nawca/elig8.html>)

Recipients and subrecipients that are institutions of higher education, other non-profit organizations, or commercial organizations must maintain written procedures to determine reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the Grant Agreement [43 CFR 12.921(b)(6)].

- F. Advance Payments and Reimbursements: The Recipient's financial institution must be able to receive NAWCF funds through the electronic funds transfer process. To receive an advance or reimbursement of funds, the Recipient must submit all information requested on the Request for Advance or Reimbursement (Standard Form 270 available at <http://www.whitehouse.gov/OMB/Grants/index.html>). The Recipient must prepare this information on a cash basis as explained on the back of the form. As part of the information requested, the Recipient must:
- (a) enter in block 4 the "Agreement Number" listed in Section II.;
 - (b) enter in block 8 the period covered by the request;
 - (c) enter in column 11a the amounts used for the purchase price of real property interest and label it "Fee Acquired," or "Easement Acquired," or "Lease Acquired" as applicable;
 - (d) enter in column 11b the amounts used for all costs other than the amounts used directly for acquisition of real property and label it "All Other Costs;" and
 - (e) complete the TOTAL column.

(f) provide a statement confirming compliance with the National Historic Preservation Act. [See Section VIII.E. for required wording of statement.]

To receive advance payments, the Recipient must maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient or subrecipient. To comply with this requirement, the Recipient agrees: (a) to ensure that the USFWS Program Officer will receive the information requested on the Request for Advance or Reimbursement (Standard Form 270) 15-30 days before the date on which the Recipient or subrecipient must disburse the funds; and (b) immediately notify the USFWS Program Officer if the Recipient or subrecipient becomes aware that the funds cannot be disbursed on the intended date. In signing the Grant Agreement, a Recipient institution of higher learning, other non-profit organization, or commercial organization certifies that, if it requests an advance of funds, its financial management systems will meet the standards for fund control and accountability in 43 CFR 12.921 (<http://www.access.gpo.gov/nara/cfr/index.html>).

USFWS may withhold payments and future NAWCA grants to the Recipient if the Recipient or its subrecipients have materially failed to comply with the terms and conditions of the grant, whether stated in a Federal statute, regulation, assurance, application, notice of award, grant agreement, or NAWCA Grant Administration Policies. When USFWS has withheld payments for these reasons, but has not suspended the grant, it must release such payments to the Recipient when the Recipient complies with the Project objectives and the terms of the Grant Agreement.

V. SPECIAL PROVISIONS APPLICABLE TO ALL PROPOSALS

- A. Equipment: In managing and disposing of equipment acquired in whole or in part under the Grant Agreement, Recipients and subrecipients that are State, local, and Tribal governments must comply with 43 CFR 12.72 and institutions of higher learning, other nonprofit organizations, and commercial organizations must comply with 43 CFR 12.934. Key provisions on the use and disposal of equipment are presented below.

Equipment means tangible personal property (including all pumps and their power units) having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to all equipment acquired for the Project will vest in the Recipient or subrecipient. A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other recipients and subrecipients will follow the provisions of Section V.A. for the use, management, and disposal of equipment purchased with NAWCF or matching dollars or received as a matching in-kind donation.

The Recipient or subrecipient must use the equipment acquired for the Project as long as needed, whether or not the Project continues to be supported by Federal funds. While the equipment is used for the Project, the Recipient or subrecipient must make it available for use on other projects or programs if such other use will not interfere with the work on the project for which the equipment was originally acquired. The Recipient or subrecipient must give first preference for such other use to other projects or programs sponsored by the Department of the Interior and second preference to projects and programs sponsored by other Federal agencies.

The Recipient must make a physical inventory of equipment at least once every two years and reconcile the results with the equipment records. The Recipient must, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment. The Recipient must ensure that adequate maintenance procedures are implemented to keep the equipment in good condition.

When acquiring replacement equipment, the Recipient or subrecipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to USFWS's approval. In some cases, a Recipient may no longer need, for the purposes of the Project, any original or replacement equipment acquired with NAWCF or matching funds or received as a matching in-kind donation. The Recipient must request disposition instructions from the USFWS Program Officer, who will determine whether the equipment can be used to meet the requirements of a Project or program authorized for support by the United States Department of the Interior. If no such requirement

exists, the USFWS Program Officer will report the availability of the equipment to the General Services Administration, which will determine whether a requirement for the equipment exists in other Federal agencies. If a Federal agency does not need the equipment and it has a current per-unit fair market value of less than \$5,000, the Recipient or subrecipient may retain, sell, or otherwise dispose of it with no further obligation to USFWS. If such equipment has a current per-unit fair market value of more than \$5,000, the USFWS Program Officer will issue instructions to the Recipient no later than 120 calendar days after the Recipients's request. These instructions may include:

- ship or otherwise transfer the equipment to the Federal government or to an eligible third party;
(USFWS must reimburse the Recipient or subrecipient by an amount which is computed by applying the percentage of the Recipient's participation in the cost of the original project to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.)
- sell the equipment providing for competition to the extent practicable with the highest possible return;
(If USFWS instructs the Recipient or subrecipient to sell the equipment or if USFWS does not issue disposition instructions within 120 calendar days after the request, the Recipient or subrecipient must sell the equipment and reimburse the USFWS an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project. However the Recipient or subrecipient will be permitted to deduct and retain from the Federal share \$500 or 10 percent of the proceeds, whichever is less, for the Recipient's or subrecipient's selling and handling expenses.)
- otherwise dispose of the equipment.
(USFWS will reimburse the Recipient for any cost incurred in disposition.)

B. Supplies and Other Expendable Property: The provisions of this section will apply to all supplies and other expendable property purchased with NAWCF or matching dollars or received as a matching in-kind donation. Title to such supplies and other expendable property will vest in the recipient or subrecipient upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the Project and the supplies are not needed for any other federally sponsored project or program, the Recipient or subrecipient will retain the supplies for use on non-federally sponsored activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as presented in Section V.A. for equipment.

C. Information Releases: News releases or other information on the Project published or released for publication by the Recipient or subrecipients must acknowledge that funding was made possible through NAWCA.

D. Government Right to Publish and Use Data: Unless waived by USFWS, the Federal Government has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.

E. Buy American: 43 CFR part 12, requires USFWS to provide the following notice to each recipient: Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, as adopted in subsequent Appropriations Acts, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

VI. SPECIAL PROVISIONS APPLICABLE TO HABITAT RESTORATION & ENHANCEMENT

A. Management for Project Purpose: The Recipient or subrecipient must ensure that any habitat restored, enhanced, and/or created is managed for the purposes for which it was intended in the Project. If the Recipient or subrecipient does not ensure that such habitat is managed for the Project purpose in whole or in part, it agrees to pay USFWS for that percentage of the current fair market value of the original habitat restoration, enhancement, or creation attributable to the Federal participation in the Project. A Recipient or

subrecipient must determine the current fair market value by obtaining at the Recipient's or subrecipient's expense an appraisal completed according to nationally recognized appraisal standards and subject to USFWS's review and approval. The requirements of Section VI.B. will be in force for 25 years from the end of the Project period unless limited by easements, leases, other legal instruments, or special considerations described in the Proposal or approved by the USFWS Program Officer.

- B. Inspection: The Recipient must ensure that any habitats restored, enhanced, or created in the Project (including such work completed with matching funds or as a matching in-kind contribution) are available for site-inspection by the USFWS or its designee to ensure that such habitat is managed for the purposes for which it was intended in the Project. The requirements of Section VI.B. will be in force for 25 years from the end of the Project period unless limited by easements, leases, other legal instruments, or special considerations described in the Proposal or approved by the USFWS Program Officer.

VII. SPECIAL PROVISIONS APPLICABLE TO REAL PROPERTY ACQUISITION

Match providers who purchase interests in real property for NAWCA projects before the date that the USFWS Contracting Officer signs the grant agreement (pre-agreement period) must follow the requirements of Section VII.A. All other Recipients, subrecipients, or match providers who acquire an interest in real property for NAWCA projects (Purchasers) must choose to follow EITHER the "Exception" procedures in Section VII.B, OR the "Standard" procedures in Section VII.C., OR the Waiver procedures in Section VII.D.

- A. Pre-agreement Commitments of Interest in Real Property as Match: If the match provider becomes contractually committed to purchase an interest in real property for use as match before the date that the USFWS signs the grant agreement, it will be considered a completed transaction not subject to 49 CFR, part 24. For such pre-agreement commitments of interests in real property as match for a NAWCA project, if the fair market value of the interest in real property is estimated to be greater than \$50,000, the match provider (or future Recipient) must obtain an appraisal completed by a State-certified or State-licensed appraiser. The appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA). If the valuation of the interest in real property is uncomplicated and the fair market value is estimated at \$50,000 or less based on a review of available data, the match provider (or future Recipient) must obtain: (i) an appraisal completed in accordance with the USPAP or the UASFLA with a date of value not more than one year before the seller becomes contractually committed to sell; OR (ii) recent sale prices of at least three specific identified comparable properties; OR (iii) the assessed value with documentation of how it was determined including its relationship to the fair market value. Fair market value must be adequately supported in the Recipient's file and copies of the file documentation must be acceptable to the USFWS Program Officer. If the Purchaser obtains an appraisal (even if it is not required), it must be used as the determinant of fair market value unless the Recipient can conclusively demonstrate that it is not accurate.

All appraisals pursuant to Section VII.A. must specify a date of value that is not more than one year before the date that: (a) a landowner becomes contractually committed to sell to a match provider, OR (b) a landowner donates, or becomes contractually committed to donate, an interest in real property to a match provider or to an entity that will manage such interest in real property for the Project purpose, OR (c) a landowner, match provider, Recipient, or subrecipient records, or becomes contractually committed to record, a Notice of Grant [or Cooperative Agreement to ensure that such interest in real property will be managed for the Project purpose. [See Section E.1.b.] All appraisals pursuant to Section VII.A. are subject to review by a USFWS reviewing appraiser, whose recommendations will determine the appraisal's acceptability.

The Recipient must send the following items to the USFWS Program Officer as soon as practicable during the Project period:

- copy of summary and signature pages of an appraisal as described above in Section VII.A. OR, as an alternative if the valuation of the interest in real property is uncomplicated and the fair market value is estimated at \$50,000 or less based on a review of available data, (i) the documentation of recent sale

prices of at least three specific identified comparable properties or (ii) the assessed value with documentation of how it was determined including its relationship to the fair market value;

- closing or settlement statement *[A closing statement is a written breakdown of the costs involved in the purchase of an interest in real property. It is usually prepared by a broker, escrow officer, lender or attorney, showing all cash received, all charges and credits made, and cash paid out. It is also called a "settlement statement" or "adjustment sheet."]*; and
- copy of recorded deed or other instrument conveying title to the interest in real property to the titleholder as provided under the Project.

- B. Acquisition of Interest in Real Property by "Exception" Procedure: During the Project period, 49 CFR, part 24, applies to any cost incurred for acquisition of an interest in real property with either NAWCF or matching dollars. It will also apply to any acquisition of an interest in real property during the pre-agreement period to be reimbursed with NAWCF funds. However, whether the cost of acquisition was incurred during the Project period or during the pre-agreement period, the Purchaser may qualify for an "exception" to many of the requirements of 49 CFR, part 24, by complying with the requirements of 49 CFR Section 24.2 *Displaced person* (2)(viii) and 49 CFR Section 24.101(a).

If an acquisition consists of an interest in real property that is a less-than-permanent easement or a lease where the lease term is less than 50 years including option(s) for extension, the Purchaser does not have to qualify for an "exception" procedure under 49 CFR 24.101(a) to exempt the acquisition from the requirements of the "standard" procedure (i.e., appraisal, offer of just compensation, payment of expenses incidental to transfer). However, for such an acquisition of a less-than permanent easement or less-than-50-year-lease, the Purchaser must still provide relocation assistance to qualifying landowners and tenants if the acquisition does not qualify for an "exception."

If the acquisition qualifies for an "exception" procedure or consists of an interest in real property that is a less-than-permanent easement or a lease where the lease term is less than 50 years including option(s) for extension, the Recipient must also ensure that the Purchaser obtains an appraisal if the fair market value is estimated to be greater than \$50,000 based on a review of available data. The appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) or the Uniform Appraisal Standards of Federal Land Acquisition (UASFLA) and must have a date of value not more than one year before the date that the seller becomes contractually committed to sell. All appraisals completed are subject to review by a USFWS reviewing appraiser, whose recommendations will determine an appraisal's acceptability.

If a Purchaser qualifies for, and chooses to follow, the "exception" procedure when acquiring real property during the Project period, it must:

1. Determine the fair market value of the property and prepare documentation of fair market value. Documentation may consist of: (i) an appraisal completed in accordance with the USPAP or the UASFLA with a date of value not more than one year before the seller becomes contractually committed to sell (*an appraisal by a State-certified or State-licensed appraiser is required if the interest in real property is estimated to exceed \$50,000 based on a review of available data.*); (ii) recent sale prices of at least three specific identified comparable properties; or (iii) the assessed value with documentation of how it was determined including its relationship to the fair market value. The dates of value of an appraisal or other data must not be more than one year before the seller becomes contractually committed to sell. Fair market value must be adequately supported in the Recipient's file and copies of the file documentation must be acceptable to the USFWS Program Officer. If the Purchaser obtains an appraisal (even if it is not required), it must be used as the determinant of fair market value unless the Recipient can conclusively demonstrate that it is not accurate.
2. Before making an offer to the landowner, mail or hand deliver written notice to the landowner. The notice must:

- b. Clearly advise the owner that the Purchaser is unable to acquire the property if negotiations fail to result in an amicable agreement.
 - c. Clearly inform the owner in writing of what the Purchaser believes to be the fair market value of the property. The Purchaser must have this notice personally served or sent by certified or registered first-class mail, return receipt requested, and must document it in the Purchaser's files. The Purchaser must provide persons who are unable to read and understand the notice with appropriate translation and counseling. The notice must indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.
3. Obtain documentation of owner's donation of part/all of the fair market value of the property. Once the Purchaser informs the owner in writing of what it believes to be the fair market value of the property, the owner may donate all or any lesser portion of the property's value to the Purchaser. The Purchaser's records must contain a written confirmation from the owner that confirms that he/she is donating a specific amount of the real property's fair market value. The Purchaser must send a copy of this confirmation to the USFWS Program Officer.
 4. Comply with the following requirements if the Purchaser has eminent domain authority:
 - a. No specific site or property needs to be acquired, although the Purchaser may limit its search for alternative sites to a general geographic area. All owners are to be treated similarly where a Purchaser wishes to purchase more than one site within a geographic area on this basis.
 - b. The property to be acquired is not part of an intended, planned, or designated Project area where all or substantially all of the property within the area is to be acquired within specific time limits.
 5. Comply with Relocation Assistance requirements if tenants will be displaced as a result of the land acquisition. If any tenant(s) will be displaced [i.e., tenant must move from the real property or move his or her personal property from the real property as a result of a Project], the Recipient must provide relocation assistance advice, a notice of relocation eligibility (see 49 CFR 24.203), and relocation assistance to displaced tenant(s) as required in 49 CFR, part 24. The Purchaser must have the notice of relocation eligibility personally served or sent by certified or registered first-class mail, return receipt requested, and must document it in the Purchaser's files. The Purchaser must provide persons who are unable to read and understand the notice with appropriate translation and counseling. The notice must indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

Relocation assistance is not required if the property will be acquired subject to the rights of tenants (the leases will not be terminated before their stated expiration dates). The Recipient must provide the USFWS Program Officer with a copy of the notice of relocation eligibility and written confirmation that the Recipient/Purchaser has complied with other relocation assistance requirements of 49 CFR, part 24, or documentation for each property that the acquisition is exempt from relocation assistance requirements. The requirements of Section VII.B.5. apply to all interests in real property that the Purchaser becomes contractually committed to buy using NAWCF or matching dollars after USFWS signs the grant agreement and those interests in real property that the Purchaser becomes contractually committed to buy during the pre-agreement period using NAWCF dollars even if these interests are less-than-permanent easements or leases where the lease term is less than 50 years including option(s) for extension.

6. Submit the Following Documentation: The Recipient must submit the following to the USFWS Program Officer when submitting a Request for Advance or Reimbursement (SF 270) for real property acquired during the Project period by the "Exception" procedure or, if so indicated below, as soon as practicable:
 - documentation of value as described in paragraph VII.B.1.;
 - copy of written notice to landowner as described in paragraph VII.B.2.;
 - copy of documentation of landowner donation, if applicable, as described in paragraph VII.B.3.;
 - evidence of compliance with requirements in paragraph VII.B.4. if applicable;

- documentation of compliance with relocation assistance requirements of 49 CFR, part 24, as described in paragraph VII.B.5. including copy of notice of relocation eligibility;
- closing statement;
- copy of recorded deed or other instrument conveying title to any interest in real property purchased with NAWCF or matching dollars or received as matching in-kind donations.

C. Acquisition of Interest in Real Property by “Standard” Procedure: If (a) a Purchaser becomes contractually committed to buy an interest in real property using NAWCF or matching dollars after the USFWS signs the grant agreement or becomes contractually committed to buy an interest in real property using NAWCF dollars during the pre-agreement period, and (b) chooses not to follow the “exception” procedure described in Section VII.B. above, the Purchaser must comply with the requirements of 49 CFR, part 24. All appraisals completed pursuant to this section are subject to review by a USFWS reviewing appraiser, whose recommendations will determine the appraisal’s acceptability.

The Recipient must send the following to the USFWS Program Officer when submitting a Request for Advance or Reimbursement (SF 270) for the real property acquisition or, if indicated below, as soon as practicable:

- a copy of summary and signature pages of an appraisal by a State-certified or State-licensed appraiser conforming to the Uniform Standards of Professional Appraisal Practice (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) with a date of value not more than one year before the date that the seller becomes contractually committed to sell [The following are exempt from this requirement if the valuation of the real property is estimated to be worth \$50,000 or less based on a review of available data: less-than-permanent easements, leases where the lease term including options for extension are less than 50-years. However, the Recipient must send the USFWS Program Officer other documentation of fair market value, as indicated in Section VII.B.1. Appraisals are also not required if the owner is donating the real property and releases the owner from this obligation.];
- a copy of summary and signature pages of an appraisal conforming to the USPAP or the UASFLA with a date of value not more than one year before the date that the seller becomes contractually committed to sell; OR other documentation of fair market value, as indicated in paragraph VII.B.1. *[This item applies only to interests in real property estimated to be more than \$50,000 based on a review of available data..];*
- copy of appraisal review;
- copy of summary statement of just compensation;
- copy of documentation of compliance with relocation assistance requirements of 49 CFR, part 24, including a copy of the notice of relocation eligibility (see 49 CFR 24.203 and 49 CFR 24.50). *[Relocation assistance obligations apply to all interests in real property where relocation expenses to a tenant were incurred during the Project period even if these interests are less-than-permanent easements or leases where the lease term is less than 50 years including option(s) for extension.];*
- closing statement *[see definition in VII.A.. above]* (if an advance of funds is requested before the closing, the Recipient must submit the closing statement as soon as practicable after closing);
- copy of recorded deed or other instrument conveying title to all interests in real property purchased with NAWCF or matching dollars or received as matching in-kind donations (Recipient must send this to the USFWS Program Officer as soon as practicable after the title is conveyed).

D. Waiver: Recipients may request that the USFWS Program Officer grant a waiver from the requirements of Section VII.B. or Section VII.C. To qualify for a waiver, the Recipient must provide a signed statement from the landowner and tenant whose property is being acquired. The Purchaser must provide landowners and tenants who are unable to read and understand the requirements that are the subject of the waiver with appropriate translation and counseling.

E. The signed statement must confirm the following:

- a. The landowner or tenant understands the assistance or protections provided under 49 CFR, part 24 that pertain to the subject of the waiver request.

- b. For waiver requests relating to relocation benefits, a USFWS Realty Specialist interviewed the landowner or tenant to explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance.
- c. The requested waiver would not reduce any assistance or protection provided to the landowner or any tenant in 49 CFR, part 24.

E. Long-term Conservation:

1. Use for Project Purposes. The Recipient must ensure that any interest in real property purchased with grant funds or with matching funds or contributed as a matching in-kind donation for the Project is managed:
 - to achieve the purpose(s) of the Project as stated in the Proposal and the Grant Agreement;
 - consistent with any management plan, objectives, goals, or descriptions of desired habitat stated in the Proposal; and
 - for the long-term conservation and management of the affected wetland ecosystem and the fish and wildlife dependent thereon.
- a. Federal, State, Tribal, or Local Government's System of Land Management Systems: If an interest in real property purchased for or contributed for the Project will be included in a Federal, State, Tribal, or local government's system of lands managed for long-term conservation, the Recipient must send the USFWS Program Officer copies of any statutes or other legal instruments that established and otherwise govern the system. The Recipient must send the USFWS Program Officer these items as soon as it is feasible to do so during the Project period. If, in the USFWS Program Officer's opinion, the applicable statutes or other instruments do not ensure that the interest in real property will be administered for the long-term conservation and management of the wetland ecosystem and the fish and wildlife dependent thereon, a recorded Notice of Grant [or Cooperative] Agreement as described in Section VII.E.1.b. is required.
- b. Other Projects - Notice of Grant [or Cooperative] Agreement: If any interest in real property purchased for or contributed to the Project will not be included in a Federal, State, Tribal, or local government's land management system managed for long-term conservation, the Purchaser who commits the interest in real property to the Project must record a Notice of Grant [or Cooperative] Agreement in the county land records.
 - i. The Notice of Grant [or Cooperative] Agreement must:
 - identify the interest in real property to which the Notice of Grant [or Cooperative] Agreement applies and include a legal description;
 - identify the name and address of the Recipient, subrecipient, or match provider who commits the interest in real property to the Project;
 - reference the Grant Agreement and the address where it is kept on file;
 - state the purpose of the Project;
 - state that the Recipient, subrecipient, or match provider who commits the interest in real property to the Project confirms its obligation to manage the interest in real property pursuant to the Grant Agreement, its incorporated project proposal, and the purpose of the Project; and
 - state that the Recipient, subrecipient, or match provider who commits the interest in real property to the Project will not convey or encumber the interest in real property, in whole or in part, to another party without USFWS's consent.
 The Recipient must send the USFWS Program Officer a copy of any required "Notice of Grant [or Cooperative] Agreement as recorded.

ii. In lieu of a Notice of Grant [or Cooperative] Agreement, the Purchaser may include the required elements of a Notice of Grant [or Cooperative] Agreement in the terms of any recorded easement, deed, or lease in which the Purchaser acquires an interest in real property for the purposes of the Project.

2. Real Property Disposal: The Recipient must use the interest in real property for the Project's authorized purpose as long as it is needed. The USFWS will be the final arbiter of when an interest in real property will be no longer needed for the Project's authorized purpose. Except as specified in the Proposal, the Recipient, subrecipient, or match provider who commits the interest in real property to the Project may not:

- encumber the interest in real property without the approval of USFWS or its successor *[To encumber is to attach a claim, liability, or some other right to real property and make it binding on the same, such as a lien, mortgage, easement, or servitude.]*;
- dispose of the interest in real property, or any part of the same, without requesting the approval of USFWS or its successor or without requesting disposition instructions from USFWS or its successor.

a. Authorized Conveyance: In some cases, a Recipient, subrecipient, or match provider who commits the interest in real property to the Project will determine during or after the Project period that: it is no longer able or willing to retain title to or administer an interest in real property acquired in this Project for the Project's authorized purpose; or the interest in real property acquired in this Project is no longer needed for the Project's authorized purpose. The Recipient, subrecipient, or match provider must request disposition instructions from USFWS or its successor. USFWS will give (at its option) one or more of the following three instructions:

- i. Retain title without further obligation to the Federal government after it compensates USFWS for that percentage of the current fair market value of the interest in real property attributable to the Federal participation in the Project.
 - ii. Sell the interest in real property under guidelines provided by USFWS and pay USFWS for that percentage of the current fair market value of the interest in real property attributable to the Federal participation in the Project (after deducting actual and reasonable selling or fix-up expenses, if any, from the sales proceeds). When USFWS authorizes or requires the Recipient, subrecipient, or match provider to sell the interest in real property, the Recipient, subrecipient, or match provider must establish proper sales procedures that provide for competition to the extent practicable and result in the highest possible return.
 - iii. Transfer title to the interest in real property to the Federal Government or to an eligible third party provided that, in such cases, the Recipient, subrecipient, or match provider shall be entitled to compensation for its attributable percentage of the current fair market value of the interest in real property.

USFWS or its successor will direct the Recipient, subrecipient, or match provider to transfer the interest in real property to a specific Federal, State, or Tribal agency for long-term conservation under option iii. in Section VII.E.2.a. above if such transfer was specified in the Proposal, or such transfer helps achieve: the purpose(s) of the Project as stated in the Proposal and the Grant Agreement; and compliance with the requirement of Section VII.E.1.a. The Recipient, subrecipient, or match provider at its option, may waive its right to compensation on any transfer of an interest in real property that is directed by USFWS. The USFWS will not require that the Recipient, subrecipient, or match provider to pay the USFWS its attributable percentage of the current fair market value of the interest in real property if:

- the USFWS directs the Recipient, subrecipient, or match provider to transfer the interest in real property to a Federal, State, or Tribal agency for long-term conservation if such transfer was either specified in the Proposal or helps achieve the Purpose of the Project and compliance with the requirements of Section VII.E.1.a.; and
- the Recipient, subrecipient, or match provider does not receive any compensation in cash or in kind for the transfer.

If such a Recipient, subrecipient, or match provider is an institution of higher education, other nonprofit organization, or a commercial organization, it must first obtain USFWS's written approval for the use of the interest in real property in other federally sponsored projects. Use in other projects must be limited

to those under federally sponsored projects that have purposes consistent with those authorized for support by the United States Department of the Interior. If use in other federally sponsored projects is not possible or appropriate, the Recipient, subrecipient, or match provider that is an institution of higher education, other nonprofit organization, or commercial organization must request disposition instructions from USFWS or its successor. USFWS will give (at its option) one or more of instructions (i) through (iii) as listed above.

- b. Unauthorized Conveyance or Administration Inconsistent with Project Purpose: The Recipient agrees to be bound by the alternative for redress that USFWS chooses from those listed below if the Recipient, subrecipient or match provider:
- sells, transfers, encumbers, pledges as security or collateral for a debt, or otherwise disposes of any interest in real property acquired in whole or in part with NAWCF or matching funds or as a matching in-kind donation without the permission of USFWS; or
 - ceases administering the interest in real property interest in whole or in part for the authorized purpose of this Project in the opinion of USFWS and without USFWS's approval.
- The following are alternatives for redress for either an unauthorized conveyance of an interest in real property or administration of an interest in real property in a manner inconsistent with the Project Purpose:

- i. USFWS may direct a Recipient, subrecipient, or match provider to convey to the USFWS or its designee an interest in real property that has a value equal to the percentage of the current fair market value of the interest in real property attributable to the Federal participation in the Project and that will serve the same purpose of long-term conservation and management of the affected wetland ecosystem and the fish and wildlife dependent thereon.
 - ii. USFWS may direct a Recipient, subrecipient, or match provider to pay USFWS that percentage of the fair market value of the interest in real property attributable to the Federal participation in the Project.
- In the case of alternatives (i) and (ii) above, the USFWS, at its option, may require the Recipient, subrecipient, or match provider to obtain at the Recipient's, subrecipient's, or match provider's expense an appraisal conforming to the most recent version of the Uniform Appraisal Standards of Federal Land Acquisition or their equivalent. A USFWS or other Federal reviewing appraiser must review and approve the appraisal before the amount of compensation is established.
- c. Duration of Authorized and Unauthorized Conveyance Provisions: Sections VII.E.2.a and b. will be in force in perpetuity for any interest in real property purchased with NAWCF or matching dollars or received as a matching in-kind donation unless limited to shorter periods by less-than-perpetual easements, leases, or other legal instruments. Any exception to the application of Section VII.E.2.a. and b. in perpetuity must be supported by the Proposal or the written permission of the USFWS Program Officer.

VIII. MODIFICATIONS

A. Prior Approvals

The Recipient must request prior written approval of the USFWS Program Officer and, only where indicated parenthetically below, the prior approval of the USFWS Contracting Officer for any change of a provision of the Grant Agreement and any of the following changes of the Proposal:

- changes in the scope and objective of the Project (regardless of whether there is an associated budget revision requiring prior approval) including but not necessarily limited to, changes in the Project Purpose (USFWS Contracting Officer), extension of the Project period except as provided below (USFWS Contracting Officer), changes in the Project area, a change in the proposed titleholder of any interests in real property purchased or donated for the Project, a cumulative decrease of any acreage category or subcategory in the responses to Technical

Assessment Questions 4 and 5 of the Proposal (USFWS Contracting Officer), and changes in the matching contributions;

- the transfer of amounts budgeted for the direct costs of Acquisition, Restoration, or Enhancement to indirect costs (USFWS Contracting Officer);
- the transfer from a non-administrative or non-overhead direct-cost budget item to a direct-cost category labeled as administration, overhead, or an equivalent designation;
- the inclusion of costs that are not allowed in accordance with the Federal Cost Principles (USFWS Contracting Officer) or the policy of the NAWCA Grants Program; and
- the inclusion of costs that require prior approval in accordance with the applicable Federal Cost Principles, including (i) changes in the specific parcels or interests in real property to be acquired, and (ii) identification of the specific parcels or interests in real property to be acquired for projects where such parcels or interests were not identified in the original proposal.

The Recipient must send all requests for prior approval to the USFWS Program Officer at least 30 days in advance of the desired implementation. When the concurrence of the USFWS Contracting Officer is required, the USFWS Program Officer will make a recommendation to the Contracting Officer who will make the final determination and notify the Recipient in writing. The Recipient must include a narrative justification with any request for changes in the Grant Agreement or Proposal. A request for prior approval of any budget revision must be accompanied by a revised budget table in the same format as in the original Proposal. Any proposal for changes in parcels of real property to be acquired will require a determination by the Secretary of the Interior that the interests in real property should not be included in the National Wildlife Refuge System as required by Section 6 of NAWCA. Neither the USFWS Contracting or Program Officer has the authority to increase the Federal funding awarded to this Project.

- B. Change of Project Officer: Although prior approval is not required, the Recipient must notify the USFWS of a change of the Recipient's Project Officer or his or her address, telephone/fax number, or E-mail address. Project Officers must be familiar with the details of a proposal and the progress in completing the Project. Project Officers must also be available to discuss the project with the USFWS Program Officer by telephone or E-mail. The USFWS Program Officer reserves the right to request another Project Officer if it anticipates or experiences significant problems in contacting or obtaining information from the designated Project Officer.
- C. One-Time Extension of Project Period: Recipients may initiate a one-time extension of the expiration date of the award of up to 12 months unless one or more of the conditions listed below apply. For one-time extensions, the Recipient must notify the USFWS Program Officer in writing, with the supporting reasons and revised expiration date, at least 10 days before the expiration date, specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. The conditions that prevent issuance of a one-time extension are:
- the extension requires additional Federal funds; or
 - the extension involves any change in the approved objectives, scope, or purpose of the Project.
- Any extension after this one-time Recipient-initiated extension will require the USFWS Contracting Officer's prior written approval.
- D. Case by Case Exceptions: Except as required or authorized above, USFWS waives all other cost-related or administrative prior approvals authorized in 43 CFR 12.70 and 43 CFR 12.925. In addition to the above potential modifications of the Grant Agreement, the Recipient may request that the USFWS Program Officer and Contracting Officer grant, in unusual situations, an exception to any requirement of the Grant Agreement that is derived from the Federal grant regulations in 43 CFR, part 12, or NAWCA program policy. The USFWS Program Officer and Contracting Officer will only approve such exceptions on a case-by-case basis and when the request is supported by a persuasive written justification. To ensure that consistent criteria are applied to all subsequent

requests for exceptions and modifications, the USFWS Program Officer must develop decision criteria to be applied to current and future requests before approving or disapproving the request.

- E. National Environmental Policy Act, National Historic Preservation Act, Contaminants: The USFWS Program Officer requires written confirmation from USFWS Regional Directors or their designees that a contaminants survey, National Environmental Policy Act requirements, and the National Historic Preservation Act's (NHPA) Section 106 process has been completed or is in the process of being completed. If a proposal includes work over a large area where specific project sites were not identified in the Proposal or if the Recipient or subrecipient proposes different project sites than those identified in the Proposal, the Recipient must contact the USFWS Joint Venture Coordinator as soon as sites are identified. The Joint Venture Coordinator will then refer the Recipient to the appropriate person in a USFWS Regional Office to ensure that any additional requirements regarding contaminants, NEPA, or NHPA are addressed. If these consultations identify (a) potentially significant impacts regarding contaminants, archaeological sites, or the larger environment or (b) the need for additional surveys or documentation, the Recipient must consult with the USFWS Program Officer before making any commitments to acquire or work on the site(s). *[See Section IV.B. for pre-agreement costs.]*

The Request for Advance or Reimbursement (Standard Form 270) is used to request an advance or reimbursement of NAWCF (grant) dollars. *[See Section IV.F.]* The Financial Status Report (Standard Form 269) reports the use of NAWCF and matching dollars and the acceptance of matching in-kind donations. *[See Section III.]* To confirm compliance with NHPA, Recipients must submit the following signed statement on, or attached to, all Standard Form 270's and all Standard Form 269's:

Working through my Joint Venture Coordinator, I have consulted with the USFWS Regional Historic Preservation Officer to ensure compliance with Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR 800. The Regional Historic Preservation Officer has reviewed the proposed sites that have been, or will be, acquired, restored or enhanced with any Federal or matching funds that are being requested or reported on this Standard Form 270 [or Standard Form 269] and has certified that the requirements under 36 CFR 800 have been fulfilled.

Without this confirmation, the USFWS Program Officer will not: (a) release NAWCF dollars; (b) accept as match any in-kind donations performed after the USFWS receives the proposal; (c) accept as match any expenditure of the Recipient's or other match providers' funds.

- F. Real Property Acquisition: Initial identification and Changes in Plans: Pursuant to Section 6 of NAWCA and before the USFWS Contracting Officer signs the Grant Agreement, the USFWS requests confirmation from the USFWS Divisions of Refuges and Realty and the appropriate Regional Office that all interests in real property proposed for acquisition in a NAWCA proposal should not be included in the National Wildlife Refuge System. If the Recipient proposes a change in a parcel or interest in real property to be acquired, or if it identifies a specific parcel or interest in real property to be acquired for projects where such parcels or interests were not identified in the original proposal, the USFWS Program Officer will review the previous USFWS Regional Office confirmation. If indicated by this review, the USFWS Program Officer will request from the Regional Office a new or supplemental confirmation that the newly proposed or identified parcel or interest in real property should not be included in the National Wildlife Refuge System. *[See Section IV.B. for pre-agreement costs.]*

IX. TERMINATION USFWS may terminate this award in whole or in part if a Recipient materially fails to comply with the terms and conditions of an award. The USFWS may also terminate this award with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The

Recipient may terminate the award upon sending to USFWS written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if USFWS determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety. Since encouraging partnerships is part of the purpose of NAWCA, USFWS may terminate the award in its entirety if a partial termination will reduce the ratio of Partners' matching commitments to NAWCF funds. In any termination of an award, USFWS must consider the Recipient's responsibilities for property management (if any) and to submit financial, performance, and other reports required by this document.

X. AUDIT REQUIREMENTS Recipients that expend \$300,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" (<http://www.whitehouse.gov/OMB/grants/index.html>).

ADDENDA (December 19, 2001)

- A. Clarification to Prior Approval Section (VIII. A.) Recipients must consult with the USFWS Program Officer as soon as he or she becomes aware of any potential change in the scope or acreage objectives of the project. Recipients must initiate such consultations whether the potential change is the initiative of the Recipient or dictated by forces beyond the Recipient's control. An example of the latter is an unforeseen escalation of land prices that will: (a) reduce the number of acres or the interests in real property that can be acquired in the project (e.g., easements instead of fee title); or (b) change the types of habitats that can be acquired in the project.
- B. Clarification to Termination Section (IX) If the USFWS Program and Contracting Officers determine that the Recipient will materially fail to achieve the Project's acreage objectives as stated in the Proposal's responses to Technical Assessment Questions 4 and 5, the USFWS may terminate the grant in whole or in part. If a Recipient, without prior consultation with the USFWS Program Officer, incurs costs to implement a project that will materially fail to achieve the project's objectives, the USFWS may terminate the grant in whole or in part.

ADDENDA (July 26, 2002)

- A. Correction of Section VII.A. Pre-agreement Commitments of Interest in Real Property as Match: Delete the following sequence from the end of the second sentence in the first paragraph of Section VII.A.: "completed by a State-certified or State-licensed appraiser". Insert the following sentences after the second sentence of the first paragraph in Section VII.A.: "The appraiser must be (i) State certified for transactions having a value of \$1 million or more, and (ii) State licensed or State certified for transactions having a value of less than \$1 million."
- B. Correction of Section VII.C. Acquisition of Real Property by "Standard" Procedure Section: Replace Section VII.C. with the following:

Acquisition of Interest in Real Property by "Standard" Procedure: If (a) a Purchaser becomes contractually committed to buy an interest in real property using NAWCF or matching dollars after the USFWS signs the grant agreement or becomes contractually committed to buy an interest in real property

using NAWCF dollars during the pre-agreement period; and (b) the interest in real property will be acquired (i) in fee title (or fee title subject to retention of a life estate or a life use), or (ii) by leasing where the lease term including option(s) for extension is 50 years or more, or (iii) as a permanent easement; and (c) does not follow the “exception” procedure described in Section VII.B. above, the Purchaser must comply with the requirements of 49 CFR, part 24. All appraisals completed pursuant to this section are subject to review by a USFWS reviewing appraiser, whose recommendations will determine the appraisal’s acceptability.

The Recipient must send the following to the USFWS Program Officer when submitting a Request for Advance or Reimbursement (SF 270) for the real property acquisition or, if indicated below, as soon as practicable:

- a copy of summary and signature pages of an appraisal conforming to the Uniform Standards of Professional Appraisal Practice (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) with a date of value not more than one year before the date that the seller becomes contractually committed to sell *[Appraiser must be (i) State certified for a transaction having a value of \$1 million or more, and (ii) State licensed or State certified for a transaction having a value of less than \$1 million.];*
- copy of appraisal review;
- copy of summary statement of just compensation;
- copy of documentation of compliance with relocation assistance requirements of 49 CFR, part 24, including a copy of the notice of relocation eligibility (see 49 CFR 24.203 and 49 CFR 24.50).
- closing statement *[see definition in VII.A. above]* (if an advance of funds is requested before the closing, the Recipient must submit the closing statement as soon as practicable after closing);
- copy of recorded deed or other instrument conveying title to all interests in real property purchased with NAWCF or matching dollars or received as matching in-kind donations (Recipient must send this to the USFWS Program Officer as soon as practicable after the title is conveyed).

- C. Correction of Section VII.B.1. Determine the fair market value of the property and prepare documentation of fair market value: Delete the following statement from Section VII.B.1.: “(an appraisal by a State-certified or State-licensed appraiser is required if the interest in real property is estimated to exceed \$50,000 based on a review of available data.)”. Replace the deleted statement with the following: “(An appraisal by a State-certified appraiser is required for transactions of \$1 million or more; an appraisal by either a State-licensed or State-certified appraiser is required for transactions having a value of \$50,000 to \$999,999.99.)”.

US Fish and Wildlife Service ASSISTANCE AWARD		Page 1 of PAGES
1. AGREEMENT NO.	2. MODIFICATION NO.	3. TYPE OF AWARD (<i>Check one</i>) G GRANT AGREEMENT_ G COOPERATIVE AGREEMENT
4. FWS CONTRACTING OFFICER U.S. Fish and Wildlife Service , Attn: Division of Contracting and General Services 4401 N. Fairfax Drive, Suite 212 Arlington, Virginia 22203 Phone: (703) 358-1728 fax: (703) 358-1875 E-mail:		4. AWARD RECIPIENT
6. FWS PROGRAM OFFICER U. S. Fish and Wildlife Service, Attn: Division of Bird Habitat Conservation 4401 N. Fairfax Drive, MBSP 4075 Arlington, Virginia 22203 Phone: (703) 358- FAX: (703) 358-2282 E-mail:		7. RECIPIENT'S PROJECT MANAGER
8. PROGRAM STATUTORY AUTHORITY: North American Wetlands Conservation Act, PL 101-233, as amended (16 USC 4401 <i>et seq</i>)		9. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) No. : 15.623 (North American Wetlands Conservation Fund)
10. DUNS: EIN/TIN:	11. PROJECT PERIOD: The Project Period becomes effective on the date that the USFWS Contracting Officer signs this Agreement and ends two years later.	
12. TYPE OF RECIPIENT (<i>Check one</i>) <div style="display: flex; justify-content: space-between;"> <div> G State G Local Government G Indian Tribal Government G Educational Institution G Other </div> <div> G Non-profit Organization G For-Profit Organization G Individual G Hospital </div> </div>		13. FUNDING INFORMATION <div style="display: flex; justify-content: space-between;"> <div></div> <div>FWS</div> <div>Recipient</div> </div> This obligation \$ _____ \$ _____ Previous obligation \$ _____ \$ _____ Total obligation \$ _____ \$ _____ ACCOUNTING DATA: 91100-
14. PROVISIONS: This agreement incorporates the following provisions by reference: Code of Federal Regulations, title 43, part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs and CFR title 49, part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs [These can be electronically accessed at www.access.gpo.gov/nara/cfr]; the Recipient's Application for Federal Assistance dated ; and the Recipient's proposal dated ; and associated correspondence between the Recipient and the Division of Bird Habitat Conservation; and the attached North American Wetlands Conservation Act Grant Administration Policies dated March 14, 2001 with Addenda. By signing this document, the Recipient also certifies that all aspects of the Project will comply with the National Historic Preservation Act of 1966, as amended.		

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES			
The recipient G is G is not required to sign this agreement. 16a. NAME AND TITLE OF SIGNER (Type or print)		17a NAME AND TITLE OF FWS OFFICIAL (<i>Type or print</i>)	
16b. RECIPIENT _____ (<i>Authorized Signature</i>)	16c. DATE SIGNED	17b. U.S. FISH AND WILDLIFE SERVICE BY _____ (<i>Signature of USFWS Official</i>)	17c. DATE SIGNED

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